

David L. Mazaroli
Attorney for Plaintiff
11 Park Place – Suite 1214
New York, NY 10007-2801
Tel. (212)267-8480
Fax. (212)732-7352
e-mail: dlm@mazarolilaw.com

-----X
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
GULF UNION COOPERATIVE INSURANCE :
COMPANY a/s/o Omar K. Al Esayi Marketing :
Co., : ECF CASE
Plaintiff, : 11 Civ. 1541 (BSJ)

- against - : **COMPLAINT**

M/V “SABRINA SCAN” ; her engines; tackle, :
boilers, etc.; SINO WEALTH SHIPPING :
CORP.; SHENZHEN SHUN XIN YUAN; :
SHENZHEN SHUN XIN YUAN SHIPPING :
CO. LTD.; SCAN-TRANS, INC.; SCAN- :
TRANS SHIPPING AND CHARTERING; :
EAST ENTERPRISE AND TRANSPORT :
ASSOCIATION, LTD.; COMPASS :
INTERNATIONAL ASSOCIATION LTD.; :

Defendants.

-----X
Plaintiff, through its undersigned attorney, alleges as follows for its complaint
against defendants upon information and belief:

1. This action involves admiralty and maritime claims within the meaning of
Rule 9(h) with respect to the carriage of the subject cargo by sea and falls within the
Court’s federal question, pendent, ancillary, and supplemental jurisdiction as to the
remaining aspects of the claims. Plaintiff seeks recovery for cargo loss and damage
caused by defendants’ breaches of contract and torts.

2. Plaintiff Gulf Union Cooperative Insurance Company is a corporation organized under the laws of a foreign sovereign and sues herein as the subrogated insurer of the shipment described in the annexed Schedule A, having paid the insurance claim of Omar K. Al Esayi Marketing Co.

3. This action is also brought by plaintiff as subrogee of, and for and on behalf of, the consignee and owner of the cargo, and the holder of the subject bill of lading, as their interests may now or hereafter appear.

4. Defendants Sino Wealth Shipping Corp., East Enterprise and Transport Association, Ltd., Shenzhen Shun Xin Yuan, Shenzhen Shun Xin Yuan Shipping Co. Ltd., Scan-Trans, Inc., Scan-Trans Shipping and Compass International Association Ltd. are believed to be corporations organized under the laws of, and with their principal places of business in, certain of the fifty states or foreign sovereigns.

5. This Court has jurisdiction over the *in personam* defendants, who conduct business in the State of New York and the United States as a whole within the meaning of pursuant to Rule 4(k)(2) Federal Rules of Civil Procedure as common carriers of cargo for hire and as providers of services related thereto.

6. Upon information and belief the captioned vessel is now, or will be during the pendency of this action, within the admiralty and maritime jurisdiction of this Honorable Court or is otherwise subject to jurisdiction pursuant to Rule 4(k) (2) Federal Rules of Civil Procedure, and was at all material times owned, chartered, hired, managed or otherwise operated by the *in personam* defendants.

7. This action involves nondelivery, shortage, loss and damage to the subject shipment of bagged rice which was carried aboard the M/V "SABRINA SCAN" and is

described more fully in the clean on board, negotiable order liner bill of lading SCNRSA05FRJE001 dated January 31, 2010, (Booking No.: 2009-119).

8. Although the full and complete shipment was received by defendants in good order and condition at the port of lading, at the place of delivery the cargo was in damaged and depreciated condition and certain quantities of the bagged rice were not delivered by the defendants to the intended consignee.

9. The aforesaid nondelivery, shortage, loss, and damage was caused by (a) defendants' reckless and negligent failure to properly load, stow, carry, ventilate, protect, care for and deliver the subject cargo; (b) the unseaworthiness of the carrying vessel; (c) defendants' fundamental breaches of, and material deviations from, the governing carriage contracts; and (d) defendants' failure to take adequate and proper steps to mitigate the loss after the initial damage occurred.

10. As a result of the aforesaid, defendants are liable to plaintiff as common carriers, bailees and/or warehousemen for hire for damages in the amount of \$33,481.00, plus incidental expenses including survey fees.

11. Plaintiff sues herein on its own behalf and as agent and trustee for and on behalf of anyone else who may now have or hereafter acquire an interest in this action.

12. Plaintiff and those on whose behalf it sues have performed all conditions precedent required of them under the premises.

WHEREFORE, plaintiff demands judgment against the captioned defendants jointly and severally in the amount of \$33,481.00, plus incidental expenses including survey fees, in addition to interest at the rate of 9% per annum and the costs of this action and request that the Court issue its process against the aforesaid vessel in rem.

Dated: New York, New York
March 7, 2011

LAW OFFICES,
DAVID L. MAZAROLI

*s/*David L. Mazaroli

David L. Mazaroli
Attorney for Plaintiff
11 Park Place - Suite 1214
New York, New York 10007
Tel: (212)267-8480
Fax: (212)732-7352
File No.: 1K-2044

SCHEDULE A

Subrogated Insurer:	Gulf Union Cooperative Insurance Company
Shipper:	American Rice Inc.
Consignee/Subrogor:	Omar K. Al Esayi Marketing Co.
Carrying Vessel:	M/V "SABRINA SCAN"
Voyage:	05
B/L No.:	SCNRS05FRJE001
Dated:	January 31, 2010
Booking No.:	2009-119
Port of Loading:	Freeport, Texas
Port of Discharge:	Jeddah, Saudi Arabia
Cargo:	68,040 bags of rice
Claim Amount:	\$33,481.00 plus incidental expenses including survey fees
DLM File:	1K-2044